

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	25-02-2026 10:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	25-02-2026 10:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	150 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Communications
विभाग का नाम/Department Name	Department Of Telecommunications (dot)
संगठन का नाम/Organisation Name	Bharat Sanchar Nigam Limited Portal(bsnl)
कार्यालय का नाम/Office Name	Oo Cgmt Bsnl Kerala Circle Trivandrum
कुल मात्रा/Total Quantity	3
वस्तु श्रेणी /Item Category	Servers (V2) (Q2)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	30 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	1 Year (s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)

बिड विवरण/Bid Details	
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	2
विगत प्रदर्शन / Past Performance	80 %
बिड से रिवर्स नीलामी सक्रिय किया/ Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/ RA Qualification Rule	H1-Highest Priced Bid Elimination
क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer	Yes
बिड का प्रकार/ Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय / Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/ Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
मूल्यांकन पद्धति/ Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/ Arbitration Clause	No
सुलह खंड/ Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	155010

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	66

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

AO CASH

Oo CGMT BSNL KERALA CIRCLE TRIVANDRUM, Department of Telecommunications (DOT), Bharat Sanchar Nigam Limited Portal(BSNL), Ministry of Communications (Cgmt Bsnl)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers available upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	25

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

3. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

4. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

6. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 80% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

7. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

Servers (V2) (3 pieces)

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Bis Required	Yes
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तकनीकी विशिष्टियाँ /Technical Specifications

* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
Chassis	Description of Stores	Server with standard 1 year warranty
	Form Factor	Rack
Processor and Motherboard	Number of Sockets Available on the Server	2, 4 Or higher
	Number of Sockets Populated with Processors on the Server	2

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
	Processor Number	AMD EPYC 9354, AMD EPYC 9374F, AMD EPYC 9384X, AMD EPYC 9335, AMD EPYC 9355P, AMD EPYC 9355, AMD EPYC 9375F, AMD EPYC 9365, AMD EPYC 7552, AMD EPYC 7642, AMD EPYC 7643P, AMD EPYC 7643, AMD EPYC 8434P, AMD EPYC 8434PN, AMD EPYC 9454P, AMD EPYC 9454, AMD EPYC 9474F, AMD EPYC 9455P, AMD EPYC 9455, AMD EPYC 9475F, AMD EPYC 7663, AMD EPYC 7663P, AMD EPYC 7702P, AMD EPYC 7662, AMD EPYC 7702, AMD EPYC 7742, AMD EPYC 7H12, AMD EPYC 7773X, AMD EPYC 7763, AMD EPYC 7713P, AMD EPYC 7713, AMD EPYC 8534P, AMD EPYC 8534PN, AMD EPYC 9554P, AMD EPYC 9534, AMD EPYC 9554, AMD EPYC 9535, AMD EPYC 9555P, AMD EPYC 9555, AMD EPYC 9575F, AMD EPYC 9565, AMD EPYC 9634, AMD EPYC 9654P, AMD EPYC 9654, AMD EPYC 9684X, AMD EPYC 9655P, AMD EPYC 9645, AMD EPYC 9655, AMD EPYC 9734, AMD EPYC 9754S, AMD EPYC 9754, AMD EPYC 9745, AMD EPYC 9755, AMD EPYC 9825, AMD EPYC 9845, AMD EPYC 9965, Intel Xeon Platinum 8562Y+, Intel Xeon Platinum 8462Y+, Intel Xeon CPU Max 9460, Intel Xeon Gold 6458Q, Intel Xeon Gold 6558Q, Intel Xeon Platinum 8460Y+, Intel Xeon Platinum 8380H, Intel Xeon CPU Max 9468, Intel Xeon Gold 6226R, Intel Xeon Platinum 8460H, Intel Xeon CPU Max 9470, Intel Xeon CPU Max 9480, Intel Xeon Platinum 8458P, Intel Xeon Gold 6230R, Intel Xeon Platinum 8468V, Intel Xeon Platinum 8470N, Intel Xeon Platinum 8468H, Intel Xeon Platinum 8468, Intel Xeon Platinum 8470, Intel Xeon 6740P, Intel Xeon Platinum 8568Y+, Intel Xeon 6741P, Intel Xeon Platinum 8570, Intel Xeon Platinum 8470Q, Intel Xeon 6746E, Intel Xeon Platinum 8592V, Intel Xeon Platinum 8480+, Intel Xeon 6740E, Intel Xeon Platinum 8490H, Intel Xeon 6747P, Intel Xeon Platinum 8580, Intel Xeon 6756E, Intel Xeon Platinum 8593Q, Intel Xeon Platinum 8592+, Intel Xeon 6766E, Intel Xeon 6760P, Intel Xeon 6761P, Intel Xeon 6767P, Intel Xeon 6780E, Intel Xeon 6781P, Intel Xeon 6787P Or higher
Graphic Processing Unit (GPU)	Graphic Card Availability	No, Yes Or higher
Memory	Type of RAM	DDR5 with ECC Or higher
	Total Memory (RAM) Size Installed (in GB)	256, 512, 1024, 2048, 4096 Or higher
SSD Storage	Type of Interface for SSD	M.2/NVMe-SSD
	SSD Hot Swappable	Yes for M.2/NVMe SSD Or higher
	Total Number of Slots available for NVMe SSD	8.0, 10.0 Or higher
	Capacity Offered per NVMe SSD (in GB)	1600.0, 1920.0, 3840.0 Or higher
HDD Storage	Type of Interface for Hard Disk Drive (HDD)	SAS-HDD

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
	Total Number of Slots Available for SAS-HDD	7.0, 8.0 Or higher
	Capacity Offered per SAS-HDD (in GB)	2400.0 Or higher
RAID	RAID level	RAID 0, RAID 1, RAID 5, RAID 6, RAID 10 (RAID 1+0)
	Number of RAID Controller Cards	2.0
	Number of RAID Controller Ports	8.0, 16.0
	Speed of RAID Controller Ports (in GBPS)	12.0
	RAID Controller Cache (in GB)	8.0
Ports & Interfaces	Network Card Supported	1G, 10G, 25G
	Number of Networking Interface Cards (LAN)	2, 3
	Total Number of Ports in Server	2 x 1G, 2 x 25G with SFP28, 4 x 1G
	Networking Interface Card Features	Asset Feature Tracking, Security Management, Remote Wake up, Support Virtual Network Interface Cards (vNICs)
Software	Certifications Compliance (Operating System)	Windows, Linux
Features	Management Features-1	Remoter Power On / Shutdown of Server, Remote Management of Server over LAN & WAN with SSL Encryption through Gigabit Management Port, Virtual Media Support with All Required Licenses, Remote KVM, Server Health Logging, Out of Band Management
	Security Features-1	Secure Boot (Firmware and BIOS Level Security), Provision to Lock the System on Breach, Hardware root of trust/Dual Root of Trust, Policy Based Security, Intrusion detection, Malicious Code Free design (to be certified by OEM)
	Security Features-2	Provision for Cryptographic firmware Updates, Capability to stop execution of Application/Hypervisor/Operating System on predefined security breach, Secure / Automatic BIOS recovery, Network Card Secure Firmware Boot, In case of any security breach system should provide the lock down feature
Power	Redundant Power Supply	Yes Or higher
	Hot Swappable (Redundant Power Supply)	Yes Or higher
	Redundant Fan	Yes Or higher

Additional Specification Parameters - Servers (V2) (3 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
Minimum required specifications	Bidder must ensure the specifications given in the Buyer added Bid Specific Additional Scope of Work. Compliance of the same has to be submitted along with the bid document

* Bidders offering must also comply with the additional specification parameters mentioned above.

इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess
100%	NA

परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Ushakumari V S	682016,O/o PGMT, BSNL, Ernakulam, BSNL bhavan, Kalathiparambu road, Ernakulam south-	1	30
2	Joshi Das Y S	695033,O/o CGMT BSNL KERALA CIRCLE TRIVANDRUM	2	30

Buyer added Bid Specific Additional Scope of Work

क्र.सं./S.N o.	Document Title	Description	रिवर्स प्रभार के अनुसार जीएसटी/Applicable i.r.o. Items
1	Minimum requirements View	The bidders proposed product shall meet all requirements specified in this document or higher than are acceptable	Servers (V2)(3)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

Special terms and conditions-Version:1 effective from 11-07-2025 for category Servers (V2)

1.

For Buyer		
1	Warranty	The buyer may add warranty requirement while creating the bid

2	Storage Capacity	<ol style="list-style-type: none"> 1. Buyer may add their requirement of retention of securely store all Hard Disk Drives (HDDs) or Solid-State Drives (SSDs) used in the Server under ATC clause. 2. The total installed capacity can be calculated by multiplying the number of populated slots for each type of drive by the capacity of each drive. However, if the buyer requires multiple SSDs or HDDs of different capacities, the buyer should mention a detailed breakdown of the requirement in the 'Additional Parameters' section of the bid.
3	Applications Compatible with the Server	Buyer may include the names of applications or programs under the buyer added ATCs for which the Server's configuration is required to support such applications or programs
For Seller		
4	Compliance of extended producer's responsibility	With effect from 1.4.23, as per the E-waste rules 2022, EPR registration is mandatory for manufacturing entities. Therefore, all OEMs shall hold valid EPR registration, and the registration number should be reflected in the catalog parameter. OEMs shall ensure compliance with all responsibilities as per EPR registration applicable from time to time.
5	Operating System	It shall be the responsibility of OEMs to ensure that supplies are made with genuine operating systems.
6	Applications Compatibility with the Server	The seller shall ensure that the Server is compatible with the applications specified by the buyer. Requisite documents confirming compatibility from the application provider must be furnished upon request by the buyer.

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/**Buyer Added Bid Specific Terms and Conditions**

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

BUYER ADDED BID SPECIFIC ATC

Name of Work: Supply of 3nos of Servers in Kerala Circle

Actual delivery location will be informed at the time of issue of contract order

1. Earnest Money Deposit (EMD)

The bidder shall furnish, as part of his bid, a bid security (EMD) for an amount as specified in the NIT. Bid Security shall be paid in the form of Crossed Demand Draft or direct bank transfer or Bank Guarantee issued by a Nationalized/Scheduled bank only, drawn in favour of **"Accounts Officer (Cash), O/o CGMT, BSNL, PMG Jn, Thiruvananthapuram-33"** payable at Thiruvananthapuram.

(a) EMD can also be submitted in the form of Bank Guarantee in original which is issued on or after the date of NIT and should be valid for **30 days beyond the bid validity** in the format attached (cl.10. of this ATC document) .

(b) The originals of bank Instruments like tender fee DD, EMD DD/BG etc., should submit in a Sealed Envelope to "Assistant General Manager Tender, Office of the Chief General Manager Telecommunication Doorsanchar Bhavan, PMG Junction Vikas Bhavan PO, Thiruvananthapuram - 695 033" on any date before or within 5 days of bid submission end date failing which the tender bid (if already opened on basis of scanned copies uploaded in 1st electronic envelop shall be rejected). The envelope shall bear (name of the work), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time)

and strictly through Registered post/Speed post or by Courier.

(c) **EMD, if applicable, is required to be submitted (along with transaction details i.e. UTR number shall also required to be furnished in the bid document) by the bidder preferably through online payment mode as per the Bank/Beneficiary details provided.**

(d) The EMD should be valid for **30 days beyond the bid validity.**

(e) **"Micro and Small Enterprise (MSE) bidders should submit their valid Udyam Registration Certificate indicating URN (Udyam Registration Number) issued from MSME, in order to avail the benefits available to MSEs as contained in Public Procurement Policy for MSEs. URN certificate should broadly cover the Equipment / services offered in Tender"**.

Following categories of Sellers shall however, be exempted from furnishing Bid Security:

Micro and Small Enterprises (MSEs) who are holding valid Udyam Registration and are manufacturer of the offered Product or Service (Primary Product / Service - in case of bunch bid with total value wise evaluation) and give specific confirmation to this effect at the time of bid submission and claim EMD exemption and whose credentials are validated online through Udyam Registration website of Ministry of MSME and also through supporting document uploaded during bidding process and validated by the Buyer.

(f) EMD submitted by the bidder shall be forfeited, if the bidder:

i. Withdraws or modify or impairs or derogates from the bid in any respect within the period of validity of its bid; or

ii. If it comes to notice that the information / documents furnished in its bid is false, misleading or forged; or

iii. Fails to furnish requisite performance security / PBG within stipulated time required as per e-bid / RA conditions.

(g) Notwithstanding above, Gem SPV / GeM Admin also reserve the right to debar such seller from GeM portal. Such debarment shall be for minimum 3 months initially on first such offence and on repeat offence, the debarment period can be increased suitably by GeM SPV / GeM Admin. **In addition to the above BSNL shall have the right to blacklist the bidder for the period of 3 years or as decided by BSNL.**

By submitting a bid on Gem, the Bidder explicitly undertakes to abide by the above clause.

(h) Account details of AO CASH for online payment

Name & address of the Bank	:	UNION BANK OF INDIA, PATTOM BRANCH, T.C 3/21(18),Mathews Arcade, Kesavadasapuram, Pattom Palace, Trivandrum-695004
Account No.	:	545101110050003
IFSC /RTGS Code	:	UBIN0554511
Account Type	:	Current
Name and address of account holder	:	BSNL KERALA CIRCLE AO CASH COLLECTION ACCOUNT TRIVANDRUM, DOOR SANCHAR BHAVAN , O/o CGMT, PMG P.O, TRIVANDRUM-695033

(i) The successful bidder shall submit an amount equal to 5% of Contract value as ePBG in favour of **CGMT, BSNL, Kerala Circle Thiruvananthapuram** required to be submitted by the successful bidder before placing the order in the form of Bank Guarantee (in the format attached in Cl.13 of this ATC document) **of a scheduled Bank or Nationalized Bank** on GeM portal in the prescribed format with validity of 66 months.

2. **No sub-contracting** is permissible by BSNL.

3. **User wing/ vertical will be enforcer of the contract conditions.**

4. **Vendor should comply all the Govt. orders/amendments with respect to this tender without any deviations.**

5. The near relatives of all BSNL employees { Non executive employees working in BSNL & executive employee (also called Group A & Group B officers working in BSNL)} either directly recruited or on deputation are prohibited from participation in this tender. The near relatives for this purpose are defined as :

1. Members of a Hindu Undivided Family,(b) They are husband and wife, father, mother son(s),(c) The one is related to the other in the manner as son's wife (daughter in-law), Daughter(s) & daughter's husband (son in-law), brother(s) & brother's wife, sister(s) & sister's husband (brother in-law)

6. The bidder(s) should give a certificate to the effect that none of his/her such relative is working in the units of BSNL as defined above. In case of proprietorship the certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of Limited company by all Directors of the Company. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is noticed. The BSNL will not pay any damages to the company or firm or concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.

7. **Eligibility Criteria:** -

General: The Contractors satisfying the following shall be eligible to bid.

Primary Eligibility:-

I. **Financial eligibility :**

Turnover for bidder : The average annual turnover during last three years, ending 31st March of previous financial year, should be at least 30 Lakhs.

II. **Technical eligibility :**

The Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organisation PSU for 1 FY as before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during each financial year.

Above primary documents I & II are essential, failing which the bidder is summarily rejected from this tender)

Documents to be submitted by the bidder while quoting

- a) EMD / valid EMD exemption certificate as per GeM GTC.
- b) OEM authorization certificate (MAF) for participating this bid.
- c) No near relation certificate- As per Annexure - 1
- d) Vendor information form - As per Annexure - 2
- e) Self declaration certificate for Terms and conditions - As per Annexure- 3
- f) Non Black listed certificate- As per Annexure - 4
- g) Declaration on GST % and price quoting in GeM- As per Annexure- 5
- h) Make in India Certificate - as Per Annexure - 6
- i) Format for EMD/Bid Security (If applicable)- as per Annexure 7
- j) Format for PBG (Applicable during APO) - as per Annexure 8

8. **BSNL reserves the right to vary the quantity:**

i. BSNL reserves the right to increase or decrease up to 25% of the quantity of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract.

ii. BSNL also reserves the right for placement of additional order or up to 50% of the additional quantities of goods and services contained in the running tender/ contract within a period of twelve months from the date of acceptance of first APO in the tender at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.. and supplies to be obtained within delivery period scheduled afresh.

iii. In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing vendors, the purchaser reserves the right to place repeat order up to 100 % of the quantities of goods and services contained in the running tender /contract within a period of twelve months from the date of acceptance of first APO in the tender at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc. Exceptional situation and emergent nature should be spelt out clearly detailing the justification as well as benefits accrued out of it and loss incurred in case this provision is not invoked and approved by the authority competent to accord administrative and financial approval for the procurement calculated on the basis of total procurement i.e. initial and proposed add-on quantity.

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9. **VIPA :**

BSNL has implemented Vendor Invoice Processing Automation (VIPA) through IT Solutions w.e.f. 01.07.2025. to make faster processing of the vendor invoices and minimize the human interventions and also maintaining the digital record from receiving of the invoice to the processing of the invoices by the claim officer.

Action to be taken by the vendor

1. As a first step, vendors have to get themselves registered on VIPA Platform. For registration, vendors have to submit their one approved e-mail ID (max 3 per vendor) and mobile no of the contact person, on the company letterhead duly signed by authorized signatory. The mail for registration along with the authorization letter for E-mail ID and mobile No is to be sent on BSNL e-mail ID bsnlvipahelp@gmail.com. Vendors invoices for processing on VIPA platform shall be accepted only from this registered E-mail ID of the vendors.
2. Vendor will submit the invoice, Proof of Delivery (POD) and other requested documents as per ATC & Bid document & Purchase Order on two e-mail IDs designated by BSNL for this purpose : bsnlvipa@eyipa.com and bsnlvipa@bsnl.co.in from the registered E-mail ID of the vendor.
3. Vendor will submit digital invoice having valid digital signatures and Invoice must contain SAP-generated PO number.
4. Wherever e-invoice is applicable, the invoice submitted must have valid IRN and QR code.
5. Each E-mail shall have all three separate attachments i.e. 1. Invoice, 2. Scanned copy of POD (Proof of Delivery) and 3. Scanned copies of all the other documents in a zip folder/file as per terms and conditions of Purchase Order (PO) & ATC & bid document. (Scan quality of 300 DPI or higher).
6. Multiple invoices/SCC must not be clubbed in a single file/attachment.
7. There must not be any hand-written text or mark or stamp on any field/values of attachments of Invoice and SCC.
8. There must be no over-lapping of text or images
9. First 2 documents attached are to be in PDF format and third attachment must be Zip file. The size of all files attached under single mail must not exceed 30MB.
10. For each invoice a separate mail is to be sent and invoice number is to be clearly mentioned in the subject of the mail.
11. The E-mail for submission of invoice is to be sent from the registered E-mail ID of the vendor only.
12. Being an automated process, **non- conformity to the above guidelines may lead to rejection of the invoices submitted for p**

rocessing or delay in processing of invoices.

13. In case of any queries/doubts, kindly feel free to reach out to us on our e-mail ID: bsnlvipahelp@gmail.com.

Note to vendors:

Facilitation charges for Invoice processing will be levied in all invoices w.e.f 01.07.2025.

Exception: Not applicable for the invoices relating to NFS, 4G saturation, BBNL, work f or external agencies.

- Facilitation charges are non-refundable.
- A GST compliant E-invoice will be issued from SAP by the claim officer (GST to be charged @ 18 %) in respect of the charges recovered from the invoice.
- The invoice will be provided to the vendor to avail the benefit of ITC (Manually by the claim officer).

Documents to be submitted in Zip file along with invoices:

- Invoice clearly indicating breakup details of composite price i.e. Basic, GST, any other duties & taxes, freight/packing charges, etc.
- E-way bill as prescribed in GST law for movement of goods.
- Proof of payment of GST or declaration from the supplier in this regard.
- Consignee receipt in the form of POD (As per annexure 9)
- Insurance copy (insured up-to the time it is delivered to the consignee)
- Supplier certificate of dispatch
- Warranty certificate of dispatch

10. Action taken by BSNL against defaulter:

Invoice Value (Incl GST)	Charges (Incl GST)
Upto Rs. 1,00,000/-	Nil
From Rs. 1,00,001 to Rs. 5,00,000/-	Rs. 500+ GST@18% = Rs. 590/-
From Rs. 5,00,001/- to Rs. 50,00,000/-	Rs. 1000+ GST@18%= Rs.1180/-
Above Rs. 50,00,000/-	Rs. 2000+ GST@18%= Rs.2360/-

S. No.	Defaults of the bidder/vendor.	Action to be taken
A	B	C

1(a)	Submitting fake/forged	<ul style="list-style-type: none"> i. Rejection of tender bid of respective Vendor. ii. Banning of business for 3 years which implies barring further dealing with the bidder for procurement of Goods and Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. iii. Termination/ Short Closure of WO, if issued. This implies non-acceptance of further work and services except to make the already received complete work in hand.
	A) Bank Instruments with the bid to meet terms and condition of tender in respect of tender fee and/or EMD.	
	b) Certificate for claiming exemption in respect of tender fee and/ or EMD;	
	c) and detection of default at any stage from receipt of bids till award of AWO/ issue of WO.	
Note1:- However, in this case the performance guarantee if alright will not be Forfeited.		
Note2:- Payment for already received completed work shall be made as per terms and conditions of WO.		
1(b)	Submitting fake/forged documents towards meeting eligibility criteria such as experience capability, supply proof, registration with GST, Income Tax departments etc and as supporting documents towards other terms and conditions with the bid to meet terms and condition of tender:	
	(i) If detection of default is prior to award of AWO/APO	<ul style="list-style-type: none"> i. Rejection of Bid and ii. Forfeiture of EMD. iii. Banning of business for upto three years which implies barring further dealing with the vendor for procurement of Goods and Services including participation in future tenders invited by BSNL for or upto three years from date of issue of banning order.
	(ii) If detection of default after issue of AWO/APO but before receipt of PG/ SD (DD, BG etc.)	<ul style="list-style-type: none"> i. Cancellation of AWO, ii. Rejection of Bid and iii. Forfeiture of EMD. iv. Banning of business for upto three years which implies barring further dealing with the vendor for procurement of Goods and Services including participation in future tenders invited by BSNL for or upto three years from date of issue of banning order.

1(b) contd.	(iii) If <i>detection of default after receipt of PG/SD (DD, BG etc.)</i>	<ul style="list-style-type: none"> i. Cancellation of AWO ii. Rejection of Bid and iii. Forfeiture of PG/ SD. <p>However on realization of PG /SD amount, EMD, if not already released Shall be returned.</p> <ul style="list-style-type: none"> iv. Banning of business for upto three years which implies barring further dealing with the vendor for procurement of Goods and Services including participation in future tenders invited by BSNL for upto three years from date of issue of banning order.
	(iv) If <i>detection of default after issue of WO/PO</i>	<ul style="list-style-type: none"> i. Termination/ Short Closure of PO /WO and Cancellation of AWO/APO ii. Rejection of Bid and iii. Forfeiture of PG/SD. <p>However on realization of PG/ SD amount, EMD, if not released shall be returned.</p> <ul style="list-style-type: none"> iv. Banning of business for upto three years which implies barring further dealing with the vendor for procurement of Goods and Services including participation in future tenders invited by BSNL for upto three years from date of issue of banning order.
<p>Note3:-However, settle bills for the services received, if pending items do not affect working or use of supplied items.</p>		
<p>Note4:-No further supplies are to be accepted except that required to make the already supplied items work.</p>		

2	<p>If vendor or his representative uses violent/coercive means viz. physical/verbal means to threaten BSNL Executive/employees and/or obstruct him from functioning in discharge of his duties and responsibilities for the following :</p> <p>a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors.</p> <p>b) Obstructing/threatening other prospective bidders i.e. suppliers/Contractors from entering the tender venue and/or submitting their tender bid freely</p>	<p>Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods and Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p>
3	<p>Non-receipt of acceptance of AWO/APO and SD/ PG by L-1 bidder within time period specified in AWO/APO.</p>	<p>Forfeiture of EMD.</p>
4.1	<p>Failure to execute the work at all even in extended delivery schedules, if granted against WO/PO.</p>	<ul style="list-style-type: none"> i. Termination of WO/PO. ii. Undertake purchase/ work at the risk of defaulting bidder. iii. Recover the excess charges if incurred from the PG/SD and outstanding bills of the defaulting Vendor.
4.2	<p>Failure to execute the work in full even in extended delivery schedules, if granted against PO/WO.</p>	<ul style="list-style-type: none"> i. Short Closure of WO/PO to the service already received by BSNL and/or in pipeline provided ii. Undertake purchase/ work at the risk of defaulting bidder. iii. Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting bidder.
5.	<p>The site does not meet the Service Levels as mentioned in the PO/ WO/ Contract.</p>	<p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/SD.</p>

6.	<p>Submission of claims to BSNL against a contract</p> <p>(a) For amount already paid by BSNL.</p> <p>(b) For amount higher than that approved by BSNL for that service.</p>	<p>i. Recovery of over payment from the outstanding dues of Vendor including EMD/ PG and SD etc. and by invoking 'Setoff' Clause 11 of Section 5 Part A or by any other legal tenable manner.</p> <p>ii. Banning of Business for 3 years from date of issue of banning order or till the Date of recovery of overpayment in full, whichever is later.</p>
<p>Note5:-The claims may be submitted with or without collusion of BSNL Executive/employees.</p>		
<p>Note6:-This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.</p>		
7	<p>(a) Adversely affects the normal working of BSNL equipment(s) and/ or any other TSP through BSNL.</p> <p>(b) Disrupts/ Sabotages functioning of the BSNL network equipments such as exchanges, BTS,BSC/MSC, Control equipment including IN etc., transmission equipments but not limited to these elements and/or any other TSP through BSNL.</p> <p>(c) Tamper with the billing related data/ invoicing/ account of the customer/User(s) of BSNL and/or any other TSP(s).</p> <p>(d) Hacks the account of BSNL customer for unauthorized use i.e. to threaten others/spread improper news etc.</p> <p>(e) Undertakes any action that affects/ endangers the security of India.</p>	<p>i) Termination of PO/ WO.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p> <p>iii) Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc.</p> <p>iv) Legal action will be initiated by BSNL against the Vendor if required.</p>

8	<p>If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.</p>	<p>i. Termination/Short Closure of the WO/PO.</p> <p>ii. Settle bills for the service received if pending work does not affect the working or use of the services received</p> <p>iii. Undertake work at the risk of defaulting bidder.</p> <p>iv. In case of turnkey projects, If the services are provided without any degradation of performance, then settle bills for the acceptable service (or its part).</p> <p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/SD.</p>
9	<p>In the event of the vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings.</p>	<p>i. Termination/Short Closure of the WO/PO.</p> <p>ii. Settle bills for the service received if pending work does not affect the working or use of the services received</p> <p>iii. Undertake work at the risk of defaulting bidder.</p> <p>iv. In case of turnkey projects, If the services are provided without any degradation of performance, then settle bills for the acceptable service (or its part).</p> <p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>
10	<p>If the vendor does not return/refuses to return BSNL's dues:</p>	<p>Take action to appoint Arbitrator to adjudicate the dispute.</p>
	<p>a. In spite of order of Arbitrator.</p>	<p>i. Termination of contract, if any.</p> <p>ii. Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods and Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.</p>

	b. In spite of Court Orders.	Take legal recourse i.e. filing recovery suit in appropriate court.
		<ul style="list-style-type: none"> i. Termination of contract, if any. ii. Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods and Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.
11	If the Central Bureau of Investigation/Independent External Monitor (IEM) / Income Tax/ GST Authorities / Custom Departments recommends such a course	Take Action as per the directions of CBI or concerned department.
12	<p>The following cases may also be considered for Banning of business:</p> <p>(a) If there is strong justification for believing that the proprietor, manager, MD, Director, partner, employee or representative of the vendor/supplier has been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation with respect to the Contract In question.</p> <p>(b) If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 and 4.2.</p> <p>(c) If the vendor/supplier fails to submit required documents/information, where required.</p> <p>(d) Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor/supplier.</p>	<p>i) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods and Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p>
<p>Note7: The above penalties will be imposed provided it does not clash with the provision of the respective tender.</p>		
<p>Note8: In case of clash between these guidelines and provision of invited tender, the provision in the respective tender shall prevail over these guidelines.</p>		
<p>Note 9: Banning of Business dealing order shall not have any effect on the existing/ongoing works which will continue along with settlement of Bills.</p>		

3. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or

notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions](#)

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---